

UNITED STATES DISTRICT COURT FOR THE  
SOUTHERN DISTRICT OF FLORIDA  
MIAMI DIVISION

**Case Number: 23-22181-CIV-MARTINEZ**

LORIA PHARMACEUTICAL, LLC;  
LORIA MANAGEMENT, LLC; LORIA  
COMPOUNDING ASSOCIATES AND  
STAFFING SERVICES, LLC; and  
LORIA PRODUCTS, LLC

Plaintiffs,

v.

WALTER KANE, M.D.,

Defendant.

\_\_\_\_\_ /

**ORDER GRANTING MOTION TO TRANSFER VENUE**

**THIS CAUSE** came before this Court on Defendant Walter Kane, M.D.’s Motion to Dismiss for Failure to State a Claim and for Improper Venue or, in the Alternative, for more Definite Statement and to Transfer Venue (“Motion”), (ECF No. 10). Defendant notes that the License Agreement attached to the Complaint contains a forum selection clause specifying Palm Beach County as the venue for any litigation concerning the License Agreement. (*Id.* at 13; *see also* ECF No. 1-3). “Forum-selection clauses are presumptively valid and enforceable unless the plaintiff makes a ‘strong showing’ that enforcement would be unfair or unreasonable under the circumstances.” *Krenkel v. Kerzner Int’l Hotels Ltd.*, 579 F.3d 1279, 1281 (11th Cir. 2009). Defendant also argues that besides the forum selection clause, the convenience factors associated with 28 U.S.C. § 1404 mandate transfer to Palm Beach. (Motion at 14-16). Plaintiffs do not object to the request to transfer the venue to Palm Beach. (ECF No. 19 at 12).

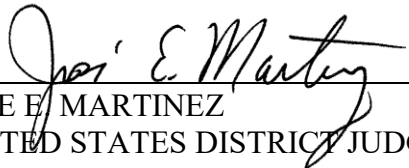
Accordingly, it is

**ORDERED AND ADJUDGED** that:

1. The Motion, (ECF No. 10), is **GRANTED in part**.
2. The Clerk is **DIRECTED** to **TRANSFER** and **REASSIGN** this case in its entirety to the United States District Court for the Southern District of Florida, West Palm Beach Division.

**DONE AND ORDERED** in Chambers at Miami, Florida, this 11th day of September 2023.

Copies provided to:  
All Counsel of Record

  
\_\_\_\_\_  
JOSE E. MARTINEZ  
UNITED STATES DISTRICT JUDGE